#### CONTRACT

#### on Energy Transmission Service ( wholesale purchaser (seller) - transmitter)

<b>"</b>	"	_200	City of Yerevan	
			Company name	
Hereafter (	Customer, represented	d by		
			Position, name, surname	
-	the Company Regulation the side and	ation,	Operation License, RoA Laws and other Legislative A	Acts
			Company name	
Hereafter 1	Performer, represente	d by		
			Position, name, surname	
•	er side, hereafter cond		Operation License, RoA Laws and other Legislative A antly called Parties, have executed this Contract on the	

#### 1. Terms to be used in the Contract

Electrical energy system operator (Operator)	A service operating in the structure of the Customer, which in compliance with the established rules implements the dispatching of the energy system
Operator's log	A log to be filled by the Customer, where the assignments of the Operator are being registered.
Operator's assignments	Assignments by the Operator of the Customer directed to the Performer on dispatching electric transmission schemes and its parameters.
Delivery point	Separation point, where through electrical energy generating and transmitting companies owned by the Customer the electrical energy is delivered to the customers

suppliers

1

**Reception point** The point of the electrical network of the Performer, where

the reception of electrical energy from the generating station

of the import licensee is performed.

**Availability** The availability of Performer's electricity transmission

network (its different points, lines, substations) to transmit the electrical energy of the Customer or generator ensuring

the contractual indicators of reliability.

Emergency metering mode of

operation

Disconnection of any facility of the electric transmission network of the Performer by the demand of the Performer, and (or) from protecting facilities, which takes place from the damages of electrical facilities of the Performer.

**Transmission of electrical energy** Reception, transmission and delivery of electrical energy to

the consumers of the Customer by the Performer.

#### 2. Subject of the Contract

- 2.1 The Customer orders and the Performer is obliged to implement the transmission of electrical energy and capacity owned by the Customer from the point of delivery to the point of reception through the transmission networks of his own and (or) at his disposal, ensuring the indicators of electrical energy transmission stated in the Contract
- 2.2 The relationship between the parties are regulated by the RoA Legislation, other Legal Acts and this Contract.

#### 3. Tariffs for Electrical Energy and Capacity Transmission Service

- 3.1 Two part tariff for delivering transmission service by the Performer (for electricity-AMD/kV per hour, fixed payment- AMD/monthly tariffs) is established by the RoA ERC (Hereafter referred to as "Commission").
- 3.2 The parties have the right to establish contractual tariffs for the electric power transmission service provision according to the established procedures. Contractual tariff for electric power transmission service provision is fixed in the Appendix 2 of the Contract.
- In case of changes in tariffs of electrical energy transmission service by the Commission the new tariff become effective from the date determined by the Commission.

  Accordingly the agreement of Appendix 2 is a subject to modifications.

#### 4. Obligations of the Parties

The obligations of the Performer shall be the following:

- 4.1.1 To implement the electrical energy transmission to the Customer within the contractual capacities according to the order set by this Contract.
- 4.1.2 To implement the transmission of electrical energy within the frameworks of the normative technological losses, and bear responsibilities for exceeding technological losses according to the orders set in the items 9.3 and 9.4 of the Contract.
- 4.1.3 To ensure the reliability of its facilities for transmission of electrical energy set by this Contract (Appendix 3.)
- 4.1.4 To ensure the transmission of electrical energy, bought from generators and importers by the Customer to the distribution companies and (or) exporters in the normal and normative break down modes(Appendix 4).
- 4.1.5 To ensure the supply and maintenance of commercial metering facilities.
- 4.1.6 To immediately inform the Customer on identification of malfunctioning of metering devices on its electrical facilities and ensure their restoration not late than within 48 hours. Within the set period identify the amount of transmitted electrical energy by means of indications of controlling metering devices, and in case of their absence by means of corresponding orders set by Legal Acts.
- 4.1.7 To implement orders administered within Performer's (Operator) authorities.
- 4.1.8 To immediately inform the Customer on the malfunctioning and breakdowns of the facilities, which can lead to non-performance of its contractual obligations or performance in an inappropriate way.
- 4.2 The obligations of the Customer shall be the following:
- 4.2.1 To pay for the delivered service according to the tariff for service provision delivery mentioned in the Appendix2 of this Contract.
- 4.2.2 To make supplementary payments to the Performer according to the order set in item 9.4 in case of technological losses of electrical energy, that is decreasing from normative amount.
- 4.2.3 To ensure inter-coordinated modes and power distribution with the Performer's 110-220kV electrical networks. According to power transmission Contract in case of inevitable changes of inter-coordinated modes and power distribution do not apply forbidden modes of the Performer's facilities, including overloading, which are included in the normative documents or are established in the technical operation conditions.
- 4.2.4 In the result of computer measurements to submit the Performer power distribution description on 110-220 kV voltage network: For summer description day power distribution schemes submit until the August 1, of the given year, for winter description year- until February 1, of the following year.
- 4.2.5 In case of changes of contractual amounts of capacity transmission in Appendix 4, review Appendix. 4 within mutually coordinated order and time.

- 4.2.6 Conduct Dispatch Logs in the established order. 4.2.7 To keep the recordings of "Customer-Performer" operative dispatching conversations within days. 4.2.8 At Performer's request submit the Log's data and the recordings. 1. Measurement of the Electrical Power Amount 5.1 The measurement of electrical power amounts received by the Performer's power transmission network and transmitted to the buyers are performed by the Performer and the authorized representative of the Customer, together with the Operation Licensee (Distribution Licensee). 5.2 An amount of electrical energy received by the Performer is considered the electrical energy received in the reception points from generators, including their own need bus bars, substations free cells and small HPPs and importers. 5.3 An amount of electrical energy submitted is considered the electrical energy submitted to the distributors, suppliers and (or) exporters in the submission points. 5.4 Separation points of generation and (or) distribution licensees and Performers' and inspection metering devices are enclosed in the appendix facilities, as well as the points of installation of commercial No. 5. 5.5 The amount of electrical energy received from generating companies is registered in a joint tripartite acts (appendix No.6) among the Performer, corresponding generating plant and the authorized representative of the Customer, and the amount of electrical energy received from the importers is registered by a joint act among the Customer, importer and the Performer. The registration of factually submitted amount of electrical energy is registered by a joint 5.6 act (appendix No 7) of the Customer's authorized representative, Performer and the corresponding distribution network, and the amount of electricity submitted to the importer is registered in a joint act of the Customer, Performer and importer. 5.7 The acts mentioned in items 5.5 and 5.6 of this contract are drawn up not late than following the settlement month.
- Receipt of the monthly amount of electrical energy to the electric network by the Customer is registered by bilateral act (appendix No. 8) between the Customer and the Performer, on the basis of the acts stated in items 5.5 and 5.6 of this Contract. Based on factual modes during the settlement month, technological normative losses in the Performer's electric network are calculated in the established order.

- 5.9 In case of installing the facilities of commercial metering out of balance separation point, the factual utilization of electrical energy shall be defined by adding (or subtracting) the amount of technical losses between network elements of meter installation and separation points of balance to the amount of electricity metered by commercial meters, according to the established order.
- 5.10 Commercial meters for electricity and electricity and voltage measuring transformers should correspond with the requirements of technical procedures and other legal acts.

#### 2. Payment Procedures

- 6.1 The cost of service provision to be paid to the Performer is defined based on contractual costs of power transmission service (Appendix 2), taking into account fines to be carried out in case of exceeding technological losses and (or) extra payments in case of their decreasing, according to the order set in item 9.4 of the Contract. Monthly due payment is calculated and registered in a bilateral act (Appendix 9), and for exceeding (decreasing) quarterly indicators of technological normative losses the fines (extra payments) are calculated according to Appendix 10.
- 6.2 Pursuant to the act of Appendix 7 the Performer should work out and up to 5<sup>th</sup> of the next month submit the Performer a document, where the total amount due for the payment in the given month is stated.
- 6.3 The Customer should transfer the amount due for payment to the banking account of the Performer within 20 days after receiving the document. In case of non-payment, the Performer can warn the Customer as a reminder (phone, fax, email, etc.) about the delay. In case of not paying the due amount the Customer pays fines to the Performer in the amount of \_\_\_\_\_\_ % (but not more than 0,1%) for every delayed day. The calculated fine cannot exceed 10 percent of the total amount due for payment.

#### 3. Responsibilities of the Parties

7.1 In case of non-compliance or inadequate compliance with their contractual obligations, the Parties shall be liable under this contract and procedures set forth by RoA Legislation.

#### 4. Force Majeure

8.1 The parties shall be exempt from the responsibility for not complying with their obligations if they are a result of emergency and unpredictable events and circumstances, created regardless of the will of the Parties, including (but not restricted to) natural disasters, various severe natural phenomena, such as floods, earthquakes, storms and hurricanes, as well as sabotages, terrorism, wars, rebellions, public unrest, strikes, that

hinder the activities of the parties leading to the delay of the assumed responsibilities or their suspension, despite their efforts to mediate, evade or eliminate the impact of those forces.

8.2 The Parties shall inform each other of the above circumstances immediately, stressing the possible duration of elimination of such events.

#### 9. Additional Provisions

- 9.1 Equipment of commercial metering and their connection circuits are sealed according to the established procedure.
- 9.2 The quality of electrical energy and registration is carried out.
  - 9.2.1 Frequency shall be controlled by means of frequency measurement device of energy sector operator.
  - 9.2.2 Voltage shall be controlled by means of the metering equipment installed at the control points (the list of control points is defined by the Parties according to Appendix 11).
- 9.3 Connected with electrical energy transmission the amounts of electrical energy technological losses for contractual period (month, year) are calculated by the Parties or their authorized representatives, by the established methodology of the RoA Energy Regulatory Commission, according to anticipated modes and distribution of flow and are included in Appendix 1.

After the completion of the settlement month, in a ten day period, based on factual modes of settlement month, the Parties ( authorized representative) calculates technological losses, confirms it and accepts it as an amount of normative loss.

9.4 In order to establish mutually related responsibilities and liabilities connected to technological losses, the calculation of technological losses of electrical energy transmission is carried out on quarterly basis. Calculations for quarterly normative losses are considered as sum of offsetting losses of each month. In case of exceeding quarterly normative losses the Customer charges a fine from the Performer, with the amount of electrical energy extra-losses, which is calculated according to the electricity cost of such a unit that participated in the power generation, and the tariff of which (AMD/kV per hour) is the highest. If during the offsetting period factual losses are less than normative losses, then the Parties distribute costs for the saved electricity in the following way:

\_\_\_\_\_

9.5 The control of availability of Performer's transmission network is carried out by the Customer jointly with the Performer, according to the established procedures. In case of breakdowns of transmission network, long term renovations that are not agreed with the Operator or having the Performer's emergency repair request, as a result of which the Customer underwent losses (including the increase of technical losses), then it is a subject to compensation by the Performer.

- 9.6 The electricity, which is sent to the generator functioning with in the mode of synchronous jack, is calculated by separate actual cost and is added to the losses.
- 9.7 The Performer according to the established procedures of the signed Contract with generation licensee, may implement necessary control on those commercial metering devices owned by generators, by which the metering of the amount of electricity entering the Performer's electric network is fulfilled

#### 10.Settlement of Disputes

10.1 Whenever possible disputes concerning this Contract shall be resolved by negotiations between the Parties, or if necessary, the RoA ERC mediation in established procedure.

#### 11.Effective Period of the Contract

- 11.1 This Contract shall become effective from the moment of its registration for the period until \_\_\_\_\_200
- 11.2 Upon the mutual consent of the Parties or in cases set by the Law the Contract can be amended. The amended Contract becomes effective from the moment of its registration by the Committee.
- 11.3 The Contract shall be drafted in three identical copies: one for each Party and one for the ERC.

#### 12.Other Provisions

(To be prepared by the Parties)

#### 13. The List of Appendices Constituting a Part of the Contract

- Appendix No. 1 Annual contractual settlement indicators of contractual electrical energy delivery and technological losses of distribution.
- Appendix No. 2 Agreement on tariff for the provision of electrical energy service.
- Appendix No. 3 Contractual indicators of facility reliability of the Performer (transmitter).
- Appendix No. 4 Contractual amounts of capacity transmission (transit, import, export) of electricity bought by the Customer.
- Appendix No. 5 A list of installation and separation points of commercial and checking metering devices.

#### 14. A List of Model Forms of Monthly (Quarterly) Documents

- Appendix No.6 Electrical energy Reception Act of indicators of commercial metering information of generating station (importer) in the Customer's reception points and Performer's (transmitter) network.
- Appendix No 7 Metering Act of registration of indicators of commercial metering devises in the delivery points and electrical energy delivered to the distribution company (exporter) from the Performer's network.
- Appendix No 8 Monthly Indicators' Act on electrical energy delivery, reception and actual losses.
- Appendix No 9 Monthly payments Calculation Act of electrical energy delivery service provision.
- Appendix No 10 Calculation Act for fines(extra payments) for increase (decrease) of quarterly technological normative losses.

Appendix No 11 Delivered electrical energy quality Checking points.

#### 15. Legal Addresses of the Parties and Settlement Number

Address	Address
Phone	Phone
Email	Email
Fax	Fax
Operation License No.	Operation License No.
Manager	Manager
(signature, name, surname)	(signature, name, surname)
Place for Seal	Place for Seal

<b>RoA Energy Regulatory Commiss</b>	ion
Registered ""	_200_
No. on Registration	Place for Seal
Responsible person(signature, name	
Contract	on electrical energy transmission

Appendix No. 1 RoA ERC Contract affirmed by Resolution No. 32, dated July 26, 2001

Annual Settlement Indicators of Electrical Energy Contractual Receipt and Transition Technological Losses For \_\_\_\_\_year.

N	N Indicator Total According to months																	
			1	2	3	1q	4	5	6	2q	7	8	9	3q	10	11	12	4q
1	Reception of el. energy																	
1-1	Station N 1																	
1-2	Station N 2																	
1-3	Import																	
2	Delivery of el.energy																	
2-1	Distribution Company N 1																	
2-2	Distribution Company N 2																	
2-3	Distribution Company N 3																	
2-4	Distribution Company N 4																	
2-5	Export																	
3	Technological losses, mln. kV/hour																	
3-1	Technical losses, mln kV/hour																	
3-2	Commercial losses (due to metering facilities)																	
4	Technological losses (% relative to entry)																	

Customer	Performer
(position, name, surname, signature)	(position, name, surname, signature)
<u></u>	
Place for Seal	Place for Seal

#### Agreement On Electrical Energy Service Delivery Tariffs

1. Herewith the Customer	
and the Performer	by mutual consent
for provision of electrical energy delivery service est	tablish the following tariffs
Payment for electrical energy transmission service_	AMD/kV per hour
Fixed monthly payment for the service	AMD/per month
2. The functioning tariff for the performer establis	hed by the RoA Energy Regulatory Commission is as follows
Payment for electrical energy transmission service_	AMD/kV per hour
Fixed monthly payment for the service	AMD/per month
3. Contractual tariff for the provision of electrical	energy service delivery becomes effective from ""
200 and is carried out until "	209
Customer	Performer
(position, name, surname, signature)	(position, name, surname, signature)
"	"
Place for Seal	Place for Seal

### Contractual Indicators of Reliability of the Performer's (transmitter) Facilities for \_\_\_\_\_\_year

N	Electrical facilities	Measurement		Qυ	arterly	Average	Reference	
		Unit	1	2	3	4	annual	
1	Reliability indicator of transmission facilities*	%						
1.1	Transmission 110-220kV lines	%						
1.2	Intergovernmental 110-220 kV lines	%						
1.3	Distribution110 kV lines	%						
1.4	110/220/10kV power meters	%						
1.5	110/35/10 kV power meters	%						
2	Denials	piece						
2.1	Transmission 110-220 kV lines	-ii-						
2.2	Intergovernmental 110-220 kV lines	-ii-						
2.3	110-220 kV cells	-ii-						
2.4	6-35 kV cells	-ii-						
2.5	System automatics	-ii-						
2.6	Meters' protection	-ii-						

for a quarter a =[2190-T shut off) \*\*/2190] x 100%, where

\*\* T shut off – is the duration of the facility standing during the quarter for breakdown and renovation reasons

Customer

(position, name, surname, signature)

(position, name, surname, signature)

(position, name, surname, signature)

(position, name, surname, signature)

\* the indicator of the facility reliability is calculated:

Place for Seal Place for Seal

12

## Contractual Amounts of Power Transmission (import, export) bought by the Customer

		··	200								
	1. Units of Power Generation (import)										
N	Generating Units,	C	ontractual amo unts	of electric power,	MW	Reference					
	importing lines	I quarter	II quarter	III quarter	IV quarter						
			l								
	2. Units of Power Generation (import)										
N	110-220 kV		Amounts of ele	ectric power, M	W	Reference					
	distribution	I quarter	II quarter	III quarter	IV quarter						
	units,										
	importing lines										
(	Customer Performer										
(position, name, surname, signature) (position, name, surname, signature)											
	,	200		"	"						
F	Place for Seal			Place :	for Seal						

#### List of Commercial and Inspection Installation and Separation Points

1. List of Commercial and Inspection Metering Facilities

N	Dispatchi	Power meter		Transform	Metering	Combination load		Metering	Responsible	
	ng name,			ation	indicator	( <i>A</i>	A)	form	person for	
	voltage of	K	Accuracy	indicator	(4x5)	Maximum	Minimum	(commercial	metering	
	substation	Power	Lesson	of voltage				inspection)	facility	
	and	meter		meter				<u>*</u> ′		
	junction									
1	2	3	4	5	6	7	8	9	10	

Notice- Enclosed to the Appendix see the document (order) on installation and sealing of metering facility.

#### 2. Separation Points of the Performer's (Transmitter) and other Owners' Electrical Facilities

N	Dispatching name, voltage of	Performer's (transmitter)	Owner after the separation
	substation and junction	separation point	point
1	2	3	4
	1 substation N		
1			
2			
3			

Custo	mer			Performe	er
(posit	ion, name, surname, signat	ture)	(positio	on, name, surnam	e, signature)
		200	٠٠	"	200
	Place for Seal			Place for S	Seal

				ACT		
	on Commercial Metering	Indicator	s at	Gene	rating Unit's (I	mporter) and
	Performe	er's Recep	tion Poin	ts and on Electrical I	Energy Reception	on at the Performer's
			(Transmi	tter) Network		
		N"		,, -	200	
	Settlement period "			up to "	··-	
	1.	Electrical	energy reg	gistered by metering fa	acilities	
N	Dispatching name of the	Meterin	g device	Difference in the	Metering	Amount of
	junction and the place of metering device	indic former	ation last	indications	indicator	electrical energy (kV per hour)
	installation	Torrier	iast			(KV per nour)
	1	2	3	4	5	6
1						
2						
	Total					
Notio	ce: 1. In the sixth column of generator and in negative 2. If the metering facility conclusion are attached t  Technological losses of elements of the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in negative 2. If the metering facility conclusion are attached to the sixth column of generator and in the sixth column of generator and generator a	e sign, if it is has been of this act.	refers to o changed d	wn needs connected a uring the month, then	fter the generato the changing act	r's metering facility. and laboratory
	(transmitter) disposal					
3.	Total, electrical energy d	elivered	to the Pe	erformer (transmitt	er) kV/per ho	our
	the amount in	letters				
	Generator (importer)				Performe	r
(posi	tion, name, surname, signature	e)		(posit	ion, name, surna	ame, signature)
"	200			··	,,	200
	Place for Seal				Place for Sea	ıl

Place for Seal

Customer

(position, name, surname, signature)

#### ACT

on Co	ommercial Metering Ir	ndicators	at	Adimon- D-1 4	_Generating	g Unit's (Importer)
aı	nd Reception	at the Pe	erformer'	Sellvery Point 's (Transmitt	er) Network	ectrical Energy k
	N	·,·	·,·		200	
Se	ettlement period "					
				ered by meteri	•	
N	Dispatching name of		g device	Difference	Metering	Amount of
	the junction and the	<b>-</b>	cation	in the	indicator	electrical energy
	place of metering device installation	former	last	indications		(kV per hour)
	1	2	3	4	5	6
1						
2						
	Total					
(tra	chnological losses of ele ansmitter) disposaltal, electrical energy de		the Perfo		ter)	kV/per hour.
	the amount in	letters			к у/рег	nour
Distrib	oution Company (export	er)			Performe	er
(position	on, name, surname, sign	nature)		(pos	sition, name,	surname, signature
	20	00			<b>,,</b>	200
	Place for Seal				Place for	r Seal
			Cust	omer		
	-	(position,	name, sur	name, signatu		
	·			e for Seal	.00	

Act
on Monthly Indicators of Electrical Energy Reception, Delivery and Actual
Losses

Settlement period "_	<u>,</u>	•••	up to
· · · · · · · · · · · · · · · · · · ·	···		

N	Indicators	Measurement	Amount	Base	Referenc
		unit			e
	i. Reception of electrical	mln kV per hour			
	energy including				
1.1	Unit N 1	mln kV per hour			
1.2	Unit N 2	mln kV per hour			
		1 177 1			
		mln kV per hour			
1 2		mln laW nor hour			
1.3	Import from	mln kV per hour			
	:: Delivery of electrical	mln kV per hour			
	ii. Delivery of electrical	mm k v per nour			
2.1	energy Distribution network N 1	mln kV per hour			
2.2	Distribution network N 2	mln kV per hour			
	Distribution network N 3	mln kV per hour			
2.3	Distribution network N 4	mln kV per hour			
	Distribution network 1	1			
	To the exporter	mln kV per hour			
		•			
	iii Electrical energy				
	losses				
3.1	Actual loss	mln kV per hour		(Annua	
3.2	Actual loss	%		1	
3.3	Normative loss			contrac	
	calculated in actual			t)	

3.4	modes	mln kV per hour	-	
	Normative loss	%		
	calculated in actual	/0	-	
3.5	modes		-	
	Level of losses for a	mln kV per hour		
3.6	month			
	(3.5-3.1)			
		mln kV per hour		
	The same in increasing			
	order from the beginning			
	of the contractual date			

Customer	Performer
(position, name, surname, signature)	(position, name, surname, signature)
Place for Seal	Place for Seal

#### Act on Calculation of Monthly Payments for Provision of Electrical Energy Transmission Service

Performer		
Customer		

N	Amount	Measurement unit	Quantity	Reference
1	The amount of electricity transmitted during the settlement month	mln kV per hour		
2	Functioning rate of electricity transmission	AMD kV per hour		
3	Monthly payment for electricity transmission (1x2)	mln AMD		
4	Fixed monthly payment	mln AMD		
5	Total monthly payment for transmission service (3+4)	mln AMD		
6	Fines for technological normative losses (based on quarterly results)	mln AMD		See Appendix 10
7	Extra payment for decreasing technological normative losses (based	mln AMD		
8	on quarterly results)  Total, the amount due for payment	mln AMD		

Customer		Performer			
(positi	ion, name, surname, signature)	(position, name, surname, signature)			
"	200	"	00		
	Place for Seal	Place for Seal			

# Act on Calculation of Penalties (Extra Payments) for Exceeding (Decreasing) Quarterly Indicators of Technological Normative Losses in the Year of 200\_\_\_\_\_\_\_

Performer_	 -
Customer_	

N	Amount	Measurement unit	Quantity	Referece
1	Technological normative (settlement) losses inquarter	mln kv per hour		
2	Actual technological losses inquarter	mln kv per hour		
3	The difference between actual and normative technological losses forquarter	mln kv per hour		
4	The ultimate rate of electricity of the unit that participated in the el. energy generation during the quarter	AMD/kv per hour		
5	The extra payment due to payment or the penalty due to charge based on the quarterly results of the settlement month.	mln AMD		

## **List Electrical Energy Quality Control Points**

1. Points of voltage control

2.

N	Name of control point	Nominal level of voltage	Permitted deviations (±%)

(±) hertc			
(±) %			
Customer		Performer	
(position, name, surname, signature) (position, name,		tion, name, surna	me, signature)
""	·	···	200